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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/682,106	07/20/2001	Mitchell D. Luedtke	85ER-00134	5627

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EXAMINER

FRENEL, VANEL

ART UNIT PAPER NUMBER

3626

DATE MAILED: 08/09/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

## Office Action Summary

**Application No.**

09/682,106

**Applicant(s)**

LUEDTKE, MITCHELL D.

**Examiner**

Vanel Frenel

**Art Unit**

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 17 April 2006.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-11 and 13-15 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-11 and 13-15 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |   |   |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)             | 4) <input type="checkbox"/> Interview Summary (PTO-413)                     |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)    | Paper No(s)/Mail Date. _____  |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| Paper No(s)/Mail Date _____   | 6) <input type="checkbox"/> Other: _____                                    |

## **DETAILED ACTION**

### **Notice to Applicant**

1. This communication is in response to the Amendment filed on 4/17/06. Claim 12 has been cancelled. Claims 1-2, 4-7, 9 and 13 have been amended. Claims 1-11 and 13-15 are pending.

### ***Claim Rejections - 35 USC § 103***

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

3. Claims 1-11 and 13-15 are rejected under 35 U.S.C. 103(a) as being unpatentable over Reader (2002/0143583) in view of Underwood (5,873,066) in view of Lundegren (2002/0143584).

(A) Claim 1 has been amended to recite the limitations of: "providing an automatic reinsurance agreement between said cedant and said reinsurer, said automatic reinsurance agreement setting forth a reinsurance criteria for insurance policies including at least one of types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by said reinsurer", "said reinsurance criteria", "said cedant", "insurance", "for coverage under said automatic reinsurance agreement, wherein said cedant submits an initial report using said computer system including each policy submitted for coverage under said

automatic reinsurance agreement", "entered by said cedant for each insurance policy included on the initial report to" and "final".

Reader and Underwood does not explicitly disclose that the process having "providing an automatic reinsurance agreement between said cedant and said reinsurer, said automatic reinsurance agreement setting forth a reinsurance criteria for insurance policies including at least one of types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by said reinsurer", "said reinsurance criteria", "said cedant", "insurance", "for coverage under said automatic reinsurance agreement, wherein said cedant submits an initial report using said computer system including each policy submitted for coverage under said automatic reinsurance agreement", "entered by said cedant for each insurance policy included on the initial report to" and "final".

However, these features are known in the art, as evidenced by Lundegren. In particular, Lundegren suggests that the process for a reinsurer having "providing an automatic reinsurance agreement between said cedant and said reinsurer, said automatic reinsurance agreement setting forth a reinsurance criteria for insurance policies including at least one of types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by said reinsurer", "said reinsurance criteria", "said cedant", "insurance", "for coverage under said automatic reinsurance agreement, wherein said cedant submits an initial report using said computer system including each policy submitted for coverage under said automatic reinsurance agreement", "entered by said cedant for each insurance

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policy included on the initial report to" and "final" (See Lundgren, Page 3, Paragraphs 0034-0038).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the features of Lundegren within the collective teachings of Reader and Underwood with the motivation of providing the cedent an opportunity to adjust participation level of the bidding reinsurers, whether or not the reinsurer was included in the sponsor's proposal (See Lundegren, Page 2, Paragraph 0014).

(B) Claim 2 has been amended to recite the limitations of: "submitting", "insurance", "automatic reinsurance", "between", "and a reinsurer, said automatic reinsurance agreement", "including at least one of types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by", "said reinsurance criteria", "using", "said cedant", "insurance", "said cedant", "for coverage" "under said automatic reinsurance agreement, wherein said cedant submits an initial bordereau using said computer system including each policy submitted for coverage under said automatic reinsurance agreement", "entered by said cedant for each insurance policy included on the initial bordereau to", "final", "automatic reinsurance".

Reader and Underwood does not explicitly disclose that the process having "submitting", "insurance", "automatic reinsurance", "between", "and a reinsurer, said automatic reinsurance agreement", "including at least one of types of risks and classes of business to be automatically reinsured under said reinsurance agreement without

further underwriting by", "said reinsurance criteria", "using", "said cedant", "insurance", "said cedant", "for coverage" "under said automatic reinsurance agreement, wherein said cedant submits an initial bordereau using said computer system including each policy submitted for coverage under said automatic reinsurance agreement", "entered by said cedant for each insurance policy included on the initial bordereau to", "final", "automatic reinsurance".

However, these features are known in the art, as evidenced by Lundegren. In particular, Lundegren suggests that the process for a reinsurer having "submitting", "insurance", "automatic reinsurance", "between", "and a reinsurer, said automatic reinsurance agreement", "including at least one of types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by", "said reinsurance criteria", "using", "said cedant", "insurance", "said cedant", "for coverage" "under said automatic reinsurance agreement, wherein said cedant submits an initial bordereau using said computer system including each policy submitted for coverage under said automatic reinsurance agreement", "entered by said cedant for each insurance policy included on the initial bordereau to", "final", "automatic reinsurance" (See Lundegren, Page 5, Paragraphs 0061-0063).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the features of Lundegren within the collective teachings of Reader and Underwood with the motivation of providing the cedent an opportunity to adjust participation level of the bidding reinsurers, whether or not the reinsurer was included in the sponsor's proposal (See Lundegren, Page 2, Paragraph 0014).

(C) Claim 4 has been amended to recite the limitations of: “and”, “said reinsurance agreement entered into between said cedant and said reinsurer setting forth said reinsurance criteria for insurance policies including at least one types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by said reinsurer”, “insurance”, “by said cedant”, “to generate an initial report including each insurance policy for which coverage is sought by said cedant under said reinsurance agreement”, “for each insurance policy included on the initial report”, “and to generate a final report including each insurance policy having policy and ceding terms that comply with said reinsurance criteria”.

Reader and Underwood does not explicitly disclose that the process having “and”, “said reinsurance agreement entered into between said cedant and said reinsurer setting forth said reinsurance criteria for insurance policies including at least one types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by said reinsurer”, “insurance”, “by said cedant”, “to generate an initial report including each insurance policy for which coverage is sought by said cedant under said reinsurance agreement”, “for each insurance policy included on the initial report”, “and to generate a final report including each insurance policy having policy and ceding terms that comply with said reinsurance criteria”.

However, these features are known in the art, as evidenced by Lundegren. In particular, Lundegren suggests that the process for a reinsurer having “and”, “said reinsurance agreement entered into between said cedant and said reinsurer setting

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forth said reinsurance criteria for insurance policies including at least one types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by said reinsurer", "insurance", "by said cedant", "to generate an initial report including each insurance policy for which coverage is sought by said cedant under said reinsurance agreement", "for each insurance policy included on the initial report", "and to generate a final report including each insurance policy having policy and ceding terms that comply with said reinsurance criteria".(See Lundegren, Page 2, Paragraphs 0028-0033).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the features of Lundegren within the collective teachings of Reader and Underwood with the motivation of providing the cedent an opportunity to adjust participation level of the bidding reinsurers, whether or not the reinsurer was included in the sponsor's proposal (See Lundegren, Page 2, Paragraph 0014).

(D) Claim 6 has been amended to recite the limitation of: "initial". However, this changes does not affect the scope and the breadth of the claim as originally presented/or in the manner in which was interpreted by the Examiner when applying prior art within the previous Office Action. As such, this claim is rejected for the same reason given in the prior Office Action, and incorporated herein.

(E) Claim 7 has been amended to recite the limitations of: "said program is configured to generate", "final", "final" "and" and "have". However, this changes does not



affect the scope and the breadth of the claim as originally presented/or in the manner in which was interpreted by the Examiner when applying prior art within the previous Office Action. As such, this claim is rejected for the same reason given in the prior Office Action, and incorporated herein.

(F) Claim 9 has been amended to recite the limitations of: "an initial". However, this changes does not affect the scope and the breadth of the claim as originally presented/or in the manner in which was interpreted by the Examiner when applying prior art within the previous Office Action. As such, this claim is rejected for the same reason given in the prior Office Action, and incorporated herein.

(G) Claim 13 has been amended to recite the limitations of: "insurance", "providing an automatic reinsurance agreement between a cedant and said reinsurer, said automatic reinsurance agreement setting forth a reinsurance criteria for insurance policies including at least one of types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by said reinsurer", "storing said reinsurance criteria in a database coupled to said computer system", "said", "using", "insurance", "insurance", "to", "and", "using said computer system", and "insurance".

Reader and Underwood does not explicitly disclose that the process for preparing a bordereau having "insurance", "providing an automatic reinsurance agreement between a cedant and said reinsurer, said automatic reinsurance agreement

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setting forth a reinsurance criteria for insurance policies including at least one of types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by said reinsurer", "storing said reinsurance criteria in a database coupled to said computer system", "said", "using", "insurance", "insurance", "to", "and", "using said computer system", and "insurance".

However, these features are known in the art, as evidenced by Lundegren. In particular, Lundegren suggests that the process for preparing a bordereau having "insurance", "providing an automatic reinsurance agreement between a cedant and said reinsurer, said automatic reinsurance agreement setting forth a reinsurance criteria for insurance policies including at least one of types of risks and classes of business to be automatically reinsured under said reinsurance agreement without further underwriting by said reinsurer", "storing said reinsurance criteria in a database coupled to said computer system", "said", "using", "insurance", "insurance", "to", "and", "using said computer system", and "insurance" (See Lundegren, Page 2, Paragraphs 0027-0029).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the features of Lundegren within the collective teachings of Reader and Underwood with the motivation of providing the cedent an opportunity to adjust participation level of the bidding reinsurers, whether or not the reinsurer was included in the sponsor's proposal (See Lundegren, Page 2, Paragraph 0014).

(H) Claims 3, 8, 10-11 and 14-15 have not been amended are therefore rejected for the same reasons given in the previous Office Action, and incorporated herein.

***Response to Arguments***

4. Applicant's arguments filed on 4/17/06 with respect to claims 1-11 and 13-15 have been considered but are moot in view of the new ground(s) of rejection.

5. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

***Conclusion***

6. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. The cited but not the applied prior art teaches reinsurance and risk management method (2002/0046066) and integrated group insurance information processing and reporting system based upon an enterprise-wide data structure.


Any inquiry concerning this communication or earlier communications from the examiner should be directed to Vanel Frenel whose telephone number is 571-272-6769. The examiner can normally be reached on 6:30am-5:00pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Thomas can be reached on 571-272-6776. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

V.F  
V.F

June 13, 2006

  
JOSEPH THOMAS  
SUPERVISORY PATENT EXAMINER